

MASTER AGREEMENT

between the

**WEST BLOOMFIELD SCHOOL DISTRICT
BOARD OF EDUCATION**

and the

**WEST BLOOMFIELD SCHOOL DISTRICT
ASSOCIATION OF
EDUCATIONAL SECRETARIES, MEA/NEA**

JULY 1, 2009 THROUGH JUNE 30, 2011

**WEST BLOOMFIELD SCHOOL DISTRICT
WEST BLOOMFIELD, MICHIGAN 48324**



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AGREEMENT

This Agreement entered into this 1st day of July, 2009 by and between the West Bloomfield School District Board of Education, West Bloomfield, Michigan, hereinafter called the Board, and the West Bloomfield Association of Educational Secretaries, MEA/NEA hereinafter called the Association.

ARTICLE I RECOGNITION

Section 1 - Recognition of Association

The Board hereby recognizes the Association in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended as the sole and exclusive collective bargaining representative for all personnel employed by the Board in clerk, secretarial, and clerical classifications, including those on leave, excluding only the Administrative Assistant to the Board of Education, Executive Assistant to the Superintendent and the Administrative Assistant to the Assistant Superintendent for Human Resources and Labor Relations. The position of the Secretary to the Assistant Superintendent for Instruction shall become a part of this unit when the current secretary vacates her position.

During the term of this Agreement, the Board agrees that it will not enter into negotiations or agreements with any organization or individual other than the duly appointed representatives of this Association with respect to wages, hours, working conditions, and other terms of employment for employees covered under this Agreement.

In consideration of the mutual covenants and benefits to be derived, the parties respectively agree that any reference to the female sex is not meant to be exclusive, but includes members of both the female and male sexes.

Section 2 - Creation of New Positions/Jobs

In the event a new clerk, secretarial or clerical position is established by the Board, the Board will negotiate with the Association the classification placement and rate structure of the position.

Section 3 - Application

The provisions of this agreement and the wages, hours, terms and conditions of employment set forth herein shall be applied without regard to sex, race, color, religion, age, marital status, national origin, weight, height, disability or sexual preference.

Section 4 - Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

A. Substitute

A person who is filling a present position in the absence of a bargaining unit member.

B. Work-Study Programs

It is recognized that the cooperative work-study programs in the West Bloomfield School District are a valuable and necessary experience to the educational welfare of our students and that the hiring of temporary employees, referred to as students, in no way interferes or conflicts with the duties or privileges of employees. It is understood that the provisions of this Agreement entered into between the parties do not apply to these temporary student employees. The student employee shall be terminated from the position by September 1 after graduation.

- C. Temporary Employee
An employee who is hired to supplement the work-force for no longer than twenty-five (25) working days. This employee shall not be a part of this bargaining unit.

ARTICLE II
DEDUCTION OF MEMBERSHIP DUES

- A. Deduction Authorization
Any employee who is a member of the Association, or who has applied for membership, shall submit to the Association a membership form authorizing deduction of membership dues in the Association. Such authorization shall in turn be submitted to the payroll department and shall be continuing from year to year unless revoked in writing between June 1 and June 30.
- B. Agency Shop Fee
An employee who does not make application for membership within thirty (30) days of hire shall, as a condition of employment, pay a fee to the Association an amount to be determined annually. The employee may authorize a payroll deduction for such fee. In the event an employee does not join the Association or pay such a fee, the Board shall advise the employee that he/she shall be discharged.

As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board and each administrator harmless against any and all claims or suits that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this action.

ARTICLE III
REPRESENTATION/RELEASE TIME

Section 1 - Representation

- A. Association Representatives
The Association shall furnish the Board with the names and addresses of the officers and such changes as may occur from time to time in such personnel, so that the Board may, at all times, be advised as to the authority of the individual representatives of the Association with whom it may be dealing. Until the Board has received written notice from the Association, it shall not be required to deal with such employees purporting to be representatives.
- B. Association Prerogatives
The Association shall have the privilege of using school building facilities at all reasonable hours for meetings without charge during normal working hours of the custodians provided such meetings shall not interfere with other regularly scheduled activities and provided the principal shall designate the location of said meeting within the building. Bulletin board space in lounges and usual school mail facilities shall be made available to the Association provided that the Board shall have no responsibility in any way for any material in connection with use of school mail facilities. All Association communications shall be signed by a member of the Executive Board prior to distribution through the school mail facilities. The Association shall maintain bulletin boards in an orderly fashion and bulletin board postings shall be signed by an Association officer. The Association shall have the privilege of using school office machines, email and all types of audio-visual equipment provided:

1. Such equipment may only be used during hours other than the normal work day.
 2. Such equipment may be used only when such use will not interfere with use of such equipment by the Board.
 3. The Association shall provide all materials and supplies incidental to such use.
 4. The Association shall pay for any and all damage to such equipment caused by its use or misuse.
 5. Materials, email and equipment may be used only for Association business, except that it is not to be used for communications containing materials derogatory of the Board or administration.
 6. The building principal, administrator or designated representative shall be advised prior to the use of the previously mentioned equipment.
 7. All facilities and equipment must be requested on the required Facility Use Form and persons responsible for such facilities and equipment shall be notified and have appropriate time to provide such facilities and equipment.
- C. Grievance Representatives
The Executive Board shall designate a grievance representative. The grievance representative shall be granted time off without loss of pay or leave time when necessary to attend grievance proceedings scheduled by the Association and the Board. The grievance representative shall notify his/her supervisor as soon as possible with no less than one (1) day in advance of the date and time that his/her attendance will be required. Exceptions may be made in emergencies, subject to approval of the human resources administrator.
- D. Activity Release Time
The Board agrees to provide up to five (5) days per year of release time without loss of pay or leave time. Activity release time shall be used for conferences, workshops or other union-related activities. The Association President shall notify the human resources administrator at least five (5) working days in advance of such conference or activity for which release time is to be used.
- E. Negotiations Release Time
The Board shall provide time off without loss of pay or leave time for the purpose of negotiations.

ARTICLE IV **GRIEVANCE PROCEDURE**

Section 1 - Definition

Any complaint by an employee concerning the application, meaning, interpretation or alleged violation of this Agreement, or concerning any disciplinary action, shall constitute a grievance and shall be processed as follows:

Section 2 - Grievance Procedure

Step 1

A meeting between the employee and immediate supervisor shall be held to attempt to resolve the complaint. The meeting will be held within ten (10) working days after the act or condition which is the subject of the complaint. The employee retains the right to have an Association representative present at the meeting. The immediate supervisor shall provide the employee with a written answer within five (5) working days from the day of the meeting.

Step 2

If not resolved at Step 1, the grievance shall be reduced to writing, shall be signed by the employee, and shall then be presented to and discussed with the immediate supervisor by the employee's grievance representative. This must be done within ten (10) working days after receiving the written response at Step 1. The immediate supervisor shall provide the grievance representative with a written answer within five (5) working days after the supervisor's receipt of the written grievance.

Step 3

If not resolved at Step 2, the written grievance shall be presented to the human resources administrator within five (5) working days after the grievance representative's receipt of the written answer at Step 2. The human resources administrator shall provide the grievance representative with a written answer within five (5) working days after his/her receipt of the written grievance.

Step 4

If not resolved at Step 3, the written grievance shall be filed with the Secretary of the Board via the Superintendent within five (5) working days after the grievance representative's receipt of the written answer at Step 3. The Board shall give the Association an opportunity to be heard on the grievance at a closed meeting no later than the second regular Board meeting following the filing of the written grievance with the Secretary of the Board. The Board shall provide the grievance representative with a written answer within thirty (30) working days from the day of the Board meeting.

Step 5

If the grievance is still unresolved, the Association only may, within thirty (30) working days after the Step 4 disposition and by written notice to the Board (human resources administrator), request arbitration. Within ten (10) working days after such notice to arbitrate, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration within the next five (5) working days. The arbitrator shall be selected, and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of arbitration shall be shared equally by the Board and the Association. The arbitrator shall confine his/her decision to the sole question of whether or not there has been a violation of this Agreement and, if he/she finds a violation, the appropriate relief. The decision of the arbitrator shall be final and binding upon the employee involved and upon the parties to this Agreement and judgment thereon may be entered in any court having jurisdiction.

Section 3 - Miscellaneous Provisions

- A. For the purpose of assisting a member of the Association in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Board shall permit an Association representative access to, and the right to inspect and acquire copies of, personnel files if the employee(s) involved grant(s) a written release to the Association for access to the file(s).
- B. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused for that purpose without loss of pay or leave time provided at least one (1) day advance notice is given and approved by the immediate supervisor. Exceptions may be made in emergencies, subject to the approval of the human resources administrator.
- C. If the Association fails to respond within the specified time limits to the last answer from the Board, the last answer from the Board shall stand as the final decision of the grievance. If the Board fails to respond within the specified time limits to the last relief requested from the Association, the last relief requested from the Association shall stand as the final decision of the grievance. Time limits may be extended in any instance by mutual agreement, in writing.
- D. Notwithstanding the foregoing provisions, it is understood that any individual employee at any time shall have the right to process a grievance on his/her own behalf and have the grievance adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment, according to the provisions of Act 379 of the Public Acts of 1965, as amended.
- E. If a grievance is sustained, the aggrieved party shall be paid for any financial loss.
- F. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE V DISCIPLINE AND DISCHARGE

Section 1 - Cause for Discharge

The parties recognize and agree that the use of discipline and the procedures to be followed are designed to correct employee behavior and improve the work force.

- A. No bargaining unit member shall be disciplined without just cause.
- B. Discipline, as used in this Agreement, shall include warnings, reprimands, suspensions with or without pay, discharge or other actions of disciplinary nature. Any discipline beyond an oral warning shall be reduced to writing and a copy provided to the employee and the Association president.
- C. Any discipline shall be subject to the grievance procedure set forth in Article IV, including arbitration. If the discipline imposed results in the loss of wages, the matter shall be submitted at Step 3 of the grievance procedure.

- D. No employee shall be disciplined in front of students, parents, faculty or any other employee. Except as required by law, disciplinary action shall be kept confidential between the employee, Association and appropriate central office administrator involved, including the immediate supervisor, superintendent and/or human resources administrator.
- E. A bargaining unit member will have the right to review, upon request, the contents of all records of the employer pertaining to said bargaining unit member and to have a representative of the Association accompany him/her in such a review. A record shall be made in each file indicating who has reviewed the file and on what date. The exception to this is the employees of the human resources or the superintendent's office reviewing files during the course of their normal duties.

Section 2 - Notice of Suspension or Discharge

- A. Notice to Association
The Board agrees to immediately, upon the suspension or discharge of an employee or disciplinary action, notify in writing the Association president of the discharge or discipline.
- B. Informal Discussion
A suspended or discharged employee will be allowed to discuss his/her suspension or discharge with the grievance representative and the Board will make available an area where he/she may do so before he/she is required to leave the Board's premises. Upon request, the Board or its designated representative will discuss the suspension or discharge with the employee and the grievance representative.

Section 3 - Appeal of Suspension or Discharge

- A. Improper Suspension or Discharge
Should the suspended or discharged employee or the grievance representative consider the suspension or discharge to be improper, the matter shall be referred to Step 3 of the grievance procedure and be presented to the human resources administrator within ten (10) working days after suspension or discharge.
- B. Probationary Employee
This provision is not applicable to an employee during his/her probationary period.

Section 4 - Use of Past Record

Disciplinary actions two (2) years old or more shall not be used against an employee on any current disciplinary charge unless the actions will show a pattern of behavior by the employee that has been previously documented in writing.

**ARTICLE VI
VACANCIES/POSTINGS, PROBATION, SENIORITY,
TRANSFERS, PROMOTIONS, LAYOFFS/RECALLS, EVALUATIONS,
SECRETARIAL DUTIES/RESPONSIBILITIES**

Section 1 - Vacancies/Postings

- A. Vacancies
A vacancy is created by a newly created position or a present position that has been vacated. Vacancies shall be filled as follows:

1. An employee on layoff shall be considered for vacancies first. The recall shall be per Article VI, Section 7.
2. A transfer request shall be considered after laid-off employees have been reviewed. The transfer shall not be a promotion.
3. If no employee on layoff is recalled or no transfer is made, the vacant position shall be posted district-wide.
4. Employees in the secretarial bargaining unit shall be given first opportunity to apply for positions covered under the contract. An employee in the bargaining unit who meets the qualifications as determined by administration shall be given a twenty (20) working day trial period before the employer hires from outside of the bargaining unit. The trial period may be extended an additional ten (10) working days if the human resources administrator determines it is necessary to do so. The employee and the Association will be notified in writing of reasons for the extension.

All external candidates who are being given final consideration for employment shall be tested according to the standard secretarial testing format issued by the human resources office to help ensure that the best-qualified candidate, as determined by the Board, is awarded the position.

5. If no present employee is hired for the vacant position, the Board may fill the position by new hire.

B. Postings

All employees in the bargaining unit shall be notified of vacant positions by a posted notice and email at least seven (7) working days prior to the filling of the vacant position. Such posting shall contain the job title, projected work days and hours, building, classification, required and desired qualifications, and pertinent information relating to the position. Employees interested shall apply in writing to the designated administrative office within the seven (7) day period. When school is not in session, the Association President shall be sent two (2) copies of the posting on the same day the position is posted district wide. All those applying shall be granted an interview and shall be notified of the decision regarding the appointment in writing. A copy of the job description shall be given if requested by the applicant.

C. Interviewing and Selection

1. Employees will be interviewed and selections will be made based on the applicant's ability to meet the required qualifications of the position and perform general and specific duties as stated in the job description.
2. All conversations and information given during the interview process shall be kept confidential between the interviewer(s) and the interviewee. Such confidential information will be released only at the request of the Association if a question arises as to the selection of a particular individual.

Section 2 - Probation

A. Probationary Period

The first ninety (90) work days of employment shall be probationary for employees new to the bargaining unit with no seniority, holiday, vacation or sick leave benefits. The Association president shall be notified upon hire of the employee of the last day of the probationary period, classification and wage step.

At the end of the first thirty (30) work days of employment, probationary employees will be evaluated by their immediate supervisor/administrator in writing and a copy will be submitted to Human Resources for placement in his/her personnel file.

If the supervisor/administrator believes an employee has areas of concern, the reasons shall be set forth in specific terms and the specific ways in which the employee is to improve will be noted. If the employee has areas of concerns, he/she can request additional training/resources from the supervisor during the evaluation process.

In the event there are areas of concern indicated in the first evaluation, a follow-up evaluation will take place at sixty (60) days and a copy will be submitted to Human Resources for placement in the employee's personnel file. The final evaluation will take place five (5) days prior to the 90th work day. Failure to note a specific concern or deficiency shall be interpreted to mean that adequate improvement has taken place.

A current district employee transferred into the bargaining unit, who has already completed ninety (90) working days within the district, shall serve a ninety (90) working day trial period and shall become a member of the association, bound by all the provisions of this Agreement, and entitled to all of the benefits provided herein as of the first day worked. If, during the trial period, the work performance of the new or current employee that transferred into the bargaining unit is unsatisfactory the employee may be terminated. The trial period may be extended an additional twenty (20) working days if the human resources administrator determines it is necessary to do so. Termination of employment during the trial period, or extension of the trial period, as determined by the Board, is non-grievable.

B. Seniority Status

If the employee is continued in employment beyond the probationary period, the employee shall acquire the status of a seniority employee and his/her seniority shall be established from the first day worked as a probationary employee. He/she shall be credited with sick leave benefits and vacation leave accrual retroactive to the first day worked as a probationary employee. Holiday pay shall be granted following the completion of his/her probationary period.

C. Probationary Employee Representation

The Association shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.

Probationary employees may be summarily discharged, except as otherwise provided by law, and such discharge is final and not subject to the grievance procedure.

Section 3 - Seniority

A. Definition/Accrual

Seniority shall be defined as the length of service within the bargaining unit. In the event that more than one employee has the same starting date, seniority shall be determined by drawing lots.

B. Lost Seniority

Seniority shall be lost and an employee shall be removed from the seniority list for the following reasons:

1. If an employee quits or retires.
2. If an employee is absent without notice for three (3) consecutive work days.
3. If he/she is discharged and the discharge is not reversed through the grievance procedure.
4. If he/she fails to return to work from a layoff within the ten (10) work days following the date of the written notification of recall to his/her last address on file with the Board.
5. If he/she overstays a leave of absence, unless it is due to reasons satisfactory to the Board.
6. If he/she is on layoff for a period over four (4) years.
7. An employee shall lose his/her seniority if, at any time, it is determined that he/she deliberately falsified his/her employment or leave of absence application for the purpose of gaining an advantage or benefit he/she would not otherwise have merited. Such taking away of seniority shall only be done for just cause.
8. Seniority Freeze
Employees hired for positions with the district who are excluded from the bargaining unit shall have their seniority frozen for a period of up to five (5) years and shall not accumulate seniority while in a non-bargaining unit position. Upon returning to the bargaining unit, they shall be credited with their prior seniority accumulated while in the bargaining unit.

C. Seniority List

The Board will provide the Association with a seniority list within two (2) weeks after the effective date of this Agreement and each four (4) months thereafter upon request, during the term of this Agreement. The list shall contain each employee's name, seniority date, classification and any other requested information available on the data sheet.

D. Discrimination

Seniority shall not be affected by sex, race, color, religion, age, marital status, national origin, weight, height, disability, sexual preference or dependents of the employee.

E. Transferred Employees

Individual leave banks shall not be affected by any transfer into the bargaining unit.

Section 4 - Voluntary Transfers

- A. Definition
A transfer is a movement to a different position within the same or lower classification which is vacant.
- B. Transfer Request
Employees may request transfers by filing a written request with the human resources office. If a transfer takes place, the Association president shall be sent a copy of the notice of transfer on the same date the notice is sent to the employee being transferred. An employee whose request was not acted upon may ask for an explanation and shall be given one in writing within five (5) working days. Qualifications for transfers shall be based on the current job description.
- C. Trial Period
The employee selected for the transfer will be given a twenty (20) working day trial period. At the end of the first ten (10) working days of the trial period, the employee shall be evaluated by the administrator. The evaluation shall be in writing and discussed with the employee. If the employee's work performance is not satisfactory, the employee shall be warned of such and shall be given the opportunity to improve. If the employee does not improve to the satisfaction of the administrator, the employee shall be returned to his/her former position at the end of the trial period. The trial period may be extended an additional ten (10) working days if the human resources administrator determines it is necessary to do so.

Section 5 - Involuntary Transfers

- A. Definition
An involuntary transfer is a transfer of an employee instituted by the Board to a position of equal classification to the position held.
- B. Involuntary Transfer Procedure
Written notice of transfer shall be given to the employee affected ten (10) working days prior to the transfer. A copy of the notice shall be sent to the Association President on the same date it is sent to the employee being transferred. Reasons for the transfer shall be included in the notification.
- C. Necessity of Transfers
The Board may make involuntary transfers which are deemed necessary. An involuntary transfer shall be a transfer to another position of equal classification.
- D. Elimination of Positions
If the financial condition of the district warrants the elimination of a position, the Board may make involuntary transfers to a vacant position in a lower classification within the bargaining unit. The employee's wages, hours, benefits and classification status shall not be reduced. If the position eliminated is reinstated within two (2) years, the transferred employee shall be given the first opportunity to claim the position.

If the above procedures and conditions are not met, the employee may refer to Step 3 of the grievance procedure.

Section 6 - Promotions

A. Definition

A promotion is a movement to a higher job classification included in the bargaining unit. Such promotion shall be accorded to the individual best qualified as determined by the Board. In case the choice rests between two or more employees who have equal qualifications, seniority shall govern the selection. Qualifications shall be based on the current job description. If no employee in the bargaining unit is qualified, the Board may fill the position by new hire. An employee who is not selected for a promotion may ask for, and shall be given, an explanation in writing within five (5) working days.

B. Trial Period

The employee selected for the promotion will be given a twenty (20) working day trial period during which he/she may revert back to his/her former position if he/she so desires. At the end of the first ten (10) working days of the trial period, the employee shall be evaluated by the administrator. The evaluation shall be in writing and discussed with the employee. If the employee's work performance is not satisfactory, the employee will be warned of such and shall be given the opportunity to improve. If the employee does not improve to the satisfaction of the administrator, the employee may be returned to his/her former position at the end of the trial period. The trial period may be extended an additional twenty (20) working days if the human resources administrator determines it is necessary to do so.

C. Rate of Pay

During the trial period, the employee will receive the rate of pay of the job he/she is performing.

Section 7 - Layoffs and Recalls

A. Necessity of Layoffs

Layoffs may become necessary in the event of insufficient finances to fund a program as determined by the board, the elimination of a position, or to facilitate the retention of a more senior employee. If for some other reason it is necessary to implement a layoff, the Board shall negotiate with the Association.

B. Layoff Procedure

If layoffs become necessary, the procedure shall be as follows:

1. Probationary employees shall be laid off first as long as senior employees are able to do the work.
2. Senior employees shall be given the proper instruction and training to fill the vacant position.
3. An employee who is to be laid off shall be given at least ten (10) working days written notice of layoff. A copy of the layoff notice shall be sent to the Association president on the same day the notice is sent to the employee. Failure to provide such notice will result in the affected employee being paid one (1) day's wages for each day less than the required ten (10) day notice.
4. Should it be necessary to reduce positions the Board will retain higher seniority employees over probationary and lower seniority employees. The procedure to reduce positions will be as follows:

- a. The Board will act to eliminate position(s). Employees holding these positions will be considered displaced.
 - b. The least senior employees, regardless of classification or work year or work hours, equal to the number of displaced employees will be notified that their job(s) will be declared vacant and they will be notified of layoff.
 - c. These newly created vacant positions and any other regular vacancies will be posted internally.
 - d. Internal applicant(s) will be awarded position(s).
 - e. Posting and filling of vacancies as described in c. and d. will continue until all vacant positions are filled.
 - f. If there are no internal applicants for vacant positions, displaced employees will be placed in a position.
 - g. Any employee who is displaced may elect voluntary layoff and be eligible for unemployment compensation.
5. The Board shall pay the full premium for health insurance for thirty (30) days after the effective date the employee was laid off.
 6. Laid-off employees shall be placed at the top of the substitute list provided the laid-off employee requests such in writing.

C. Recall Procedure

The recall procedure shall be as follows:

1. Recalls shall be in reverse order; that is, a senior laid-off employee shall be given priority of work over a junior laid-off employee. A senior laid-off employee shall only be recalled into a vacant position in a classification that is equal to the classification held at the time of layoff or lower. In no case shall a laid-off employee be promoted by recall due to a layoff. Wages and classification shall be that of the new position.
2. Senior employees shall be given the proper instruction and training to fill the vacant position.
3. Employees recalled shall be reinstated with their adjusted date of first employment, their accumulated sick bank entitlement (if applicable) and vacation increment, and on the same step on the salary schedule in effect for the employee at the time of layoff.
4. Laid-off employees shall retain recall rights for four (4) years.

D. Recall Notice

Notice of recall shall be sent to the employee at his/her last known address, as shown on the Board's records, by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of the notice of recall, he/she shall be considered as having quit. A copy of the recall notice shall be sent to the Association president on the same day the notice is sent to the employee.

- E. Change of Address
Each employee is responsible for keeping the Board advised in writing of any change of address and shall not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Board in writing of change of address.
- F. Health Insurance Option
A laid-off employee shall have the option of continuing his/her health insurance in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- G. Necessity of Layoffs
Layoffs may become necessary in the event of insufficient finances to fund a program as determined by the board, the elimination of a position, or to facilitate the retention of a more senior employee. If for some other reason it is necessary to implement a layoff, the Board shall negotiate with the Association.

Section 8 - Evaluations

- A. Bargaining unit member evaluations shall be by observation of bargaining unit member's work and review of work product. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor or the Assistant Superintendent for Human Resources and Labor Relations. Other substantiated information may also be used as a basis for evaluation as long as the information has been in writing and the employee has previous knowledge of the written information.
- B. All evaluations shall be reduced to writing and a copy given to the bargaining unit member. Provided the procedures outlined in this section are complied with, provisions A-C are not subject to Step 5 of the grievance procedure (arbitration). If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons shall be set forth in specific terms along with an identification of the specific ways in which the bargaining unit member can improve. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. A bargaining unit member may submit a written response to the evaluation which shall be attached to the evaluation. The absence of an evaluation will mean the bargaining unit member has performed satisfactorily.
- C. The supervisor and the bargaining unit member shall meet to review the evaluation. The bargaining unit member shall sign a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the bargaining unit member's personnel file.
- D. In the event a bargaining unit member is not continued in employment, the employer will provide a written statement to the bargaining unit member of the specific reasons for the action and a copy shall be provided to the Association.

Section 9 - Secretarial Duties/Responsibilities

- A. Secretaries will be responsible for clerical, typing and other secretarial duties for offices, both building and district.
- B. Secretaries are not responsible for student discipline. If a student is required to serve detention in a school office an administrator or designee shall be in the building at that time.

- C. No secretary shall be expected or required to transport students to or from school.
- D. The administrator or supervisor in charge of an office shall, at the beginning of the school year, give the secretary the name or names of faculty members, administrator or supervisor to be contacted should an emergency arise during the time the administrator or supervisor is not present.
- E. Secretaries shall not be asked to assume the duties of a faculty member, playground supervisor, lunchroom supervisor, bus supervisor, crossing guard, hall supervisor or in-school suspension supervisor, except in emergencies.
- F. No secretary shall be required to work in school buildings alone.
- G. Work performed by an employee not in this bargaining unit shall not be delegated to a member of this Association on an ongoing basis except in emergencies.
- H. Reclassifications and changes in job descriptions must be mutually agreed to by the Board and Association. However, when an administrative position has had a title upgrade, the affected secretarial position shall also have a title upgrade. Changes in classifications shall be by mutual agreement between the Board and Association.
- I. Employees may be required to dispense medication in accordance with Board Policy 5142.2 provided they are properly trained and another adult is present. At least one back-up will also be trained. Employees will not be required to administer any medication that must be given by injection or administered rectally, vaginally or into the bladder.

ARTICLE VII **WORKING HOURS**

Section 1 - Working Hours

- A. Work Year Schedule
Less-than-twelve-month employees shall work as follows:
 - Elementary and middle school principal secretaries, and middle school assistant principal secretaries shall work the returning teachers calendar plus seventeen (17) additional work days. Additional days may be required as determined by the Board. However, the Board shall be able to require no more than five (5) additional days of work.
 - All other less-than-twelve-month secretaries shall work the returning teachers calendar plus twelve (12) additional work days. Additional days may be required as determined by the Board. However, the Board shall be able to require no more than five (5) additional days of work.
- B. Lunch Period
All employees working six (6) hours or more per day shall have a thirty (30) minute, unpaid, duty-free lunch period except where it is necessary because of an emergency for them to perform duties during the lunch period. In these cases, the employee shall be offered an equal amount of compensatory time or receive overtime. The employee may request, and with the approval of his/her supervisor, be able to combine the break periods in order to extend the lunch period.

- C. Breaks
Full-time employees shall be provided a paid fifteen (15) minute break in the morning and in the afternoon. Breaks shall be taken at a time and in a manner that does not interfere with the work. Part-time employees who work three and three-quarter (3-3/4) hours shall be provided one (1) fifteen (15) minute paid break.
- D. Summer Work Hours
An employee may request from his/her supervisor, and upon approval, have his/her work hours decreased no more than one (1) hour per day, five days per week, during the months of June, July and August when the teaching staff is absent. Compensation shall be paid at the regular rate for the actual hours worked. Once the employee has made his/her election of a regular work or shortened work day, these hours shall remain constant during the aforementioned period. The election of a shortened work day does not apply to any other period during the year. This clause shall not be used to allow full-time positions to become part-time positions. Should the administration arbitrarily elect to implement summer work hours, the employee will be paid for his/her regular work schedule.
- E. Board Reduction of Work Hours
No employee shall have his/her regular work hours decreased more than one (1) hour per day. No employee shall have his/her regular work days decreased. If the financial conditions of the school district, as determined by the Board, warrant the cutting of hours more than covered in this Agreement, the Board shall bargain with the Association to mutually agree on such a reduction. Where there is a reduction of more than one (1) hour or more than one (1) day, the affected secretary may claim the position held by the least senior employee in the same classification with the same work hours and year. If the secretary affected is the least senior in his/her own classification, he/she may then claim the least senior position in the next lowest classification with the same work hours and year for the purpose of retaining his/her normal work schedule. Wages and classification shall be that of the new position.
- F. Board Increase of Work Hours
The Board, upon its decision to increase the work hours or work year of a position, shall notify the employee in that position of such ten (10) working days before the increase takes effect. The employee shall not be displaced from the position; however, if the employee chooses not to remain in the position being increased, he/she may submit a letter to the human resources administrator stating such within ten (10) days of receipt of the letter notifying him/her of the increase. Upon approval of the Assistant Superintendent for Human Resources and Labor Relations, the employee may then claim the least senior position in the lowest classification with the same work hours and year in order to retain his/her normal work schedule. Wages and classification shall be that of the new position. If the employee chooses not to remain in the position being increased or to exercise his/her bumping rights as provided for in this Article, he/she shall be considered as having terminated his/her employment with the school district.
- G. Return from Leave
An employee returning from a granted leave of absence as provided for in Article XV shall be returned to the same position or one of equal classification. An employee shall be returned at the established days and hours worked at the time the leave commenced unless mutually agreed by the Board and Association. A returning employee may not elect to come back to less than the specified days or hours unless agreed to by the Board and Association.

Section 2 - Wages and Overtime

Employees will be paid at a straight hourly rate for all hours worked not exceeding forty (40) hours per week, except:

- A. Overtime or compensatory time shall be computed at the rate of time and one-half (1-1/2) for work performed over forty (40) hours per week and on Saturday.
- B. Double time will be paid for services performed on Sundays.
- C. There shall be no pyramiding of overtime.
- D. Overtime shall be paid at the rate of time and one-half (1-1/2) if an employee is required by the Board to attend class(es) outside of the employee's regular work hours.
- E. All overtime or compensatory time must be approved in advance by the immediate supervisor. Such approval is subject to the final decision of the Assistant Superintendent for Human Resources and Labor Relations.
- F. For less than twelve month employees, any accumulated compensatory time shall be used during time when school is not in session (non-membership days, winter break, mid winter break, spring break), prior to the use of vacation days. If employee is unable to utilize the accumulated compensatory time before the end of the fiscal year, then the employee shall be paid out for the compensatory time before July 1.
- G. For twelve month employees any accumulated compensatory time will be used prior to the use of vacation days during the school year, summer months or when school is not in session (non-membership days, winter break, mid winter break, spring break of during summer months).
- H. All compensatory time (accrual and use) will be recorded on the employee's time sheet.

ARTICLE VIII HEALTH EXAMINATIONS

If the Board requires evidence of freedom from communicable tuberculosis as a condition of entering and maintaining employment, evidence shall be a report of a negative tuberculin skin test or chest x-ray showing no evidence of active tuberculosis.

ARTICLE IX SUBSTITUTES/TEMPORARY EMPLOYEES

Section 1 - Substitutes

A substitute is a person who is filling a present position in the absence of a bargaining unit member and shall be used according to the following:

- A. Less than twelve (12) month employees shall be given priority of substitute and temporary work during the summer months, subject to their ability to perform the duties as determined by administration. The employee must request such in writing. The employee shall receive the secretarial substitute wage, as determined by the Board, or their hourly rate if higher.

- B. Laid-off employees shall be given priority of substitute and temporary work during the school year and summer months over substitute and temporary employees, subject to their ability to perform the duties as determined by administration. The employee must request such in writing. The employee shall receive the secretarial substitute wage, as determined by the Board, or their hourly rate if higher.
- C. The procedure for substitutes used during personal leave shall be as stated in Article XV, Section 2.
- D. Substitute secretaries shall be provided in the absence of the high school receptionist, high school attendance secretaries and middle school attendance secretaries. All other requests for substitutes shall be directed to the human resources administrator.
- E. Substitutes will not be part of this bargaining unit or entitled to the benefits thereof, except those employees acting as substitutes who are currently members of the bargaining unit. Substitutes, unless they are bargaining unit members, laid off or retired from the district will not be paid more than step 1 of the classification in which they are substituting.

Section 2 - Temporary Employees

- A. A temporary employee is a person who is hired to supplement the current work force for no more than twenty-five (25) working days on any given project.
- B. Temporary employees may be used in times of emergency in order to complete a project that must meet a deadline.
- C. Temporary employees may be used, but only after laid-off employees are first given an opportunity to fill temporary positions.
- D. Employees who work less than eight (8) hours a day or twelve months a year shall be considered for temporary positions, subject to administration approval.
- E. A temporary position will become part of the bargaining unit if the Board finds it necessary to maintain the temporary position on a permanent basis. The Board and Association shall negotiate the classification of the position within the bargaining unit according to the provisions of the master agreement and the position will be posted.

ARTICLE X
VETERANS

- A. Seniority Employees
Any employee who enters into active service of the Armed Forces of the United States, upon the termination of such honorable service, shall be offered re-employment in his/her previous position or a position of like seniority, status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days after such discharge or after hospitalization continuing after discharge for not more than two (2) years.

B. Probationary Employees

A probationary employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period and, upon completing it, will have seniority equal to the time he/she spent in the armed forces, plus the ninety (90) day probationary period.

ARTICLE XI
INCLEMENT WEATHER AND BUILDING FAILURE

Section 1 - Inclement Weather Days

On inclement weather days when the Superintendent cancels school, employees shall not be required to report to work. Notification shall be by telephone or by announcement on major radio stations. They shall be paid for their regular daily scheduled hours without loss of leave time.

When school is dismissed early due to inclement weather, employees shall be excused without loss of leave time no later than one-half (1/2) hour after the teachers have been excused. Employees in departments where teachers are not employed shall be excused no later than one-half (1/2) hour after elementary teachers have been excused.

If a member is required to work when students and/or other employees have been excused, the member shall be given additional vacation time on a pro-rata basis.

If a member is on vacation or paid leave when an inclement weather day has been called, the member shall not be assessed his/her normal vacation or paid leave time.

Section 2 - Building Failure

When a building failure occurs and pupils and teachers are excused, employees in the affected building shall be excused no later than one-half (1/2) hour after the teachers are excused. The employees will be excused without loss of leave time. If a building failure is not corrected by the end of the day when pupils are sent home, employees may temporarily be assigned to other buildings until the failure is corrected. Employees in departments where teachers are not employed shall be excused no later than one-half (1/2) hour after other departments have been released.

If a member is required to work when students and/or other employees have been excused, the member shall be given additional vacation time on a pro-rata basis.

If a member is on vacation or paid leave when a building failure has occurred, the member shall not be assessed his/her normal vacation or paid leave time.

Section 3 - Building Quarantine

In case of building quarantine, employees shall not be required to report to work in that building. Employees may temporarily be assigned to other buildings until the quarantine is lifted. The employee shall not suffer a loss of pay or have his/her leave bank affected.

ARTICLE XII
MILEAGE

Employees required in the course of their work to drive personal automobiles from one building to another or on other approved school business shall receive a car mileage allowance at the established annual

IRS rate. Reimbursement shall be requested on no more than a once-per-month basis and shall be requested by June 30 for reimbursement from the previous year.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

- A. Employees may sign and deliver to the business office an authorization to deduct a specific sum payable to the Birmingham Teachers Credit Union, said sum to be paid regularly thereafter.
- B. If an employee is instructed to take over the normally established duties of a position in a higher classification, that employee shall have his/her wages adjusted accordingly. Such adjustment shall be accomplished by temporarily placing the employee at his/her experience step in the higher rated classification. The employee shall be paid this higher rate for only the hours applicable. If an employee is instructed to take over duties of a position in a lower classification, the employee's wages shall not be reduced. This provision does not apply to vacation time, and shall take effect after three (3) working days.
- C. The Board shall reimburse the employees for tuition, requirements for the course, or workshop expenses when the studies undertaken are directly related to the job assignment with prior approval of the Assistant Superintendent for Human Resources and Labor Relations, up to a maximum, per individual, of Two Hundred Dollars (\$200.00).

The Board and Association recognize that ongoing professional development opportunities benefit the employee and the school district. All employees will be provided a full day of professional development. Therefore, to support the professional development of association members, a fund of One Thousand Dollars (\$1000.00) per school year shall be established to provide appropriate professional development workshops. The Board and Association shall establish a joint committee in order to plan the professional development.

- D. A salaried employee being transferred into the bargaining unit shall be notified in writing, prior to transfer, of any changes in the dates on which he/she receives his/her checks.
- E. Employees who have perfect attendance shall receive two (2) additional vacation days. For the purpose of this section, only sick leave (absence code 01) shall be counted against the employee and all partial sick leave absences shall be cumulative.

ARTICLE XIV
INSURANCE

Section 1 - Insurance Eligibility and Requirements

- A. Rules and Regulations
The provisions of group insurance policies purchased by the Board and the rules and regulations of the Section 125 Plan Document developed by the Board will govern as to the commencement and duration of benefits and all other aspects of coverage.
- B. Double Coverage
If the employee or his/her spouse is covered under other hospitalization insurance coverage, the employee involved will not be eligible for hospitalization coverage with the Board. It is understood

that double coverage is prohibited. For appropriate coverage, new employees shall certify in writing that they are entitled to such insurance coverage.

C. Eligibility

An employee must be working at least thirty (30) hours per week and at least ten (10) months per year or on paid leave to be eligible for all of the insurances covered under the contract. The effective date of coverage will be the first of the month following the twentieth (20th) work day or return from unpaid leave. Employees on unpaid leave or terminated from employment may continue coverage as provided through Cobra. The effective date of the termination of insurance will be the first of the month following the effective date of the unpaid leave of absence or involuntary termination of employment.

The employee, if eligible, may enroll in the insurance plan(s) during the waiting period by prepaying the monthly premium. Payment may be by payroll deduction or direct pay.

Employees working at least twenty (20) hours, but less than thirty (30) hours per week, may purchase the insurance plan(s) by prepaying the monthly premium according to the following. Payment may be by payroll deduction or direct pay.

1. Board paid life insurance plan of \$30,000 including accidental death/dismemberment and the accelerated Death Benefit rider.
2. The Board shall provide one-half (1/2) the full premium for the MESSA Choices health plan coverage for those secretaries who elect such coverage.
3. The Board shall provide one-half (1/2) the full premium for Delta Dental plan coverage as described above for those secretaries who elect such coverage.
4. The Board shall provide one-half (1/2) the full premium for VSP 2 vision plan coverage for those secretaries who elect such coverage.
5. If the secretary does not elect health insurance coverage, the Board shall provide additional salary in the amount of one-half (1/2) the cash in lieu of amount that which a full-time employee receives.

D. Application

It is the responsibility of the employee to make application for any of these insurances and to keep all such records current.

E. Termination

The Board will provide the employee with health insurance coverage through the end of the month in which the employee terminates his/her employment.

F. Payment of Premiums

Payment of all insurance premiums or options will be for twelve (12) months.

Section 2 - Life Insurance

The Board shall pay the premiums for employees eligible, upon application of the employee and without cost to the employee, group life and accidental dismemberment insurance in the amount of \$30,000.00, including a double indemnity provision for the duration of this contract.

Section 3 - Hospital and Medical Insurance

The Board shall pay, on behalf of the employee and upon selection and application of the employee, for MESSA Choices PAK health plan coverage with a prescription drug rider with a co-pay of Ten Dollars (\$10.00) for a generic prescription and a co-pay of Twenty Dollars (\$20.00) for a brand name prescription

with a \$200/\$400 deductible. Employees selecting PAK A shall pay \$20 per month (pre-tax) toward their healthcare beginning January 1, 2010.

MESSA PAK A:

- Choices \$10/\$20 Drug Card
\$200/\$400 deductible (beginning 1/1/10)
- Delta Dental 80/80/80/60
\$2,000 Yearly Maximum on
Class I, II, III, IV
- Negotiated Life \$30,000 AD & D
- Vision VSP 2

MESSA PAK B:

- Delta Dental 80/80/80/60
\$2,000 Yearly Maximum on
Class I, II, III, IV
- Negotiated Life \$30,000 AD & D
- Vision VSP 2
- Additional Salary \$125.00 per month

Section 4 - Tax-Sheltered Annuities

- A. TSA Option - Employees may participate in district approved tax-deferred annuities or custodial accounts on the basis of voluntary salary deduction:

The companies are not endorsed, guaranteed or recommended by the Board or Association. The decision to participate with any company is the employee's alone and neither the Board nor Association shall be liable for monies invested.

- B. "Cash In Lieu Of" Option - Employees not opting or eligible for health and medical insurance shall, upon application, be provided with additional cash compensation in the amount of One Hundred Twenty Five Dollars (\$125.00) per month.

Section 7 – Same Sex Domestic Partner Coverage

Hospital-Surgical-Medical Benefits may be extended to same-sex domestic partners per the criteria and requirements outlined in Appendix A.

Section 8 – Day Care

The Board will provide to employees who apply for the Stepping Stones and Junior Kindergarten all day programs operated by the Community Education Department a discount of 40% for up to five (5) employees.

Employees who wish to enroll their child in these programs will have a one-day early registration prior to the registration of the general public. The employee is responsible for being aware of when registration is available through the Community Education Department. No additional information will be distributed by the Human Resources Office to inform employees of the registration period. Each employee will be limited to one discount unless fewer than five employees sign up. Employees must apply for this discount on a yearly basis.

ARTICLE XV LEAVES

Section 1 - Paid Leaves of Absence

A. Sick Leave

All employees absent from work as a result of personal illness or other reasons set forth in the Article shall be allowed sick leave as set forth in this Article. Sick leave shall accumulate at the rate of .70 days per bi-weekly pay period.

1. Sick leave will be granted for:
 - a. Personal illness or quarantine.
 - b. Serious illness in the immediate family (father, mother, father-in-law, mother-in-law, husband, wife, sister, brother, child, grandparents, other member living in the same household and other relative if approved by the immediate supervisor).
 - c. Other reasons approved by the Assistant Superintendent for Human Resources and Labor Relations.
2. The Board, at its discretion, may request a doctor's certificate stating that the employee is able to return to work. A physician's verification of illness may be required for an illness of five (5) consecutive days or longer.
3. The Association shall establish a sick leave bank. Donations shall be voluntary. No employee shall be allowed to donate more than twenty (20) of his/her sick days per year. However, upon retirement an employee may donate an additional twenty (20) days of those days, which exceed the maximum, noted under Severance Pay, Article XVI. Utilization of the Association sick leave bank shall be governed by the Association Executive Board. Unused days shall be cumulative from year to year for the purpose of donating to members in the event an emergency arises and they are in need of additional sick days.

B. Funeral Leave

In the event of a death of the employee's spouse, child(ren), father, mother, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or person living in the same household, the employee shall be granted funeral leave of up to five (5) days. Such leave shall not be deducted from the sick leave accumulated. In the event of a death of any other relative approved by the immediate supervisor, the employee shall be granted funeral leave not to exceed three (3) days. Such leave shall not be deductible from the sick leave accumulation.

C. Special Leave

Annually, three (3) of the sick leave days accumulated above may be used for special leave. Absence must be approved by the immediate supervisor. These days may be used as special leave for religious holidays (when the religious holiday falls on a regular work day) and when circumstances arise that cannot be handled after working hours. Except in unusual circumstances, approval must be secured in advance.

Additional special leave days may be used upon approval by the human resources administrator. Special leave days may not be used to extend, or in lieu of, a vacation leave. Special leave may also be taken for funeral attendance for persons not covered under funeral leave.

D. Maternity Disability

An employee who wishes to apply for a maternity disability must submit such a request in writing to her supervisor at least thirty (30) days prior to commencement of the disability. The employee may use her accumulated sick days for her period of disability. She must report for work when her physician determines she is able to perform her duties if she does not request an unpaid leave as provided for in Section 2 of this Article.

Reinstatement shall be to the same position or one of equal classification the employee held before the maternity disability commenced. The employee must return to the established hours and days worked at the time the leave commenced unless otherwise mutually agreed by the Board and Association.

Section 2 - Leaves Without Pay

A. Personal Leave

1. An employee who wishes to apply for a leave must submit such a request in writing to his/her supervisor. The Association president shall be notified of the request for leave and all the conditions pertaining to the leave, including the return date of the employee, before the leave commences. The leave of absence shall not exceed one (1) year. The leave may be extended beyond one (1) year due to medical reasons and with the approval of the Assistant Superintendent for Human Resources and Labor Relations. Neither experience nor salary credit shall be granted for the leave, but accumulated sick leave days at the time of leaving will be maintained.
2. A substitute shall be placed in the vacant position during the term of the leave of absence. The substitute shall not be made a part of the Association and will not be entitled to the benefits of this Agreement. The substitute shall work the established days and hours of the position unless mutually agreed by the Board and Association.
3. The employee on leave must provide written notice to the Board of his/her intent to return to work or terminate employment. Notification must take place at least thirty (30) days before the expiration of the leave of absence. Failure of the employee to provide written notice shall be regarded as the employee's intent to quit and resign from the District.
4. An employee returning from a granted leave of absence shall be returned to the same position, and at the established days and hours at the time the leave commenced, unless mutually agreed by the Board and Association.

5. If the employee fails to return to work at the end of the leave of absence, and the Board decides to retain the position, the position will be posted. The posting will be for the established classification, days and hours unless mutually agreed by the Board and Association.
6. An employee covered by this contract shall not lose seniority with an approved unpaid leave of twenty (20) consecutive work days or less. The employee requesting, and given an approval for, a leave exceeding twenty (20) consecutive working days shall cease to accrue seniority beginning on the twenty-first (21st) day of the leave and extending until the leave terminates and the employee returns to work.
7. An employee on unpaid leave in excess of twenty (20) consecutive working days may continue insurance coverage under Cobra.

B. Family and Medical Leave

After a full year (at least 1250 hours) of employment, an employee will be eligible to request an unpaid leave of up to twelve (12) weeks for the birth of a child, adoption of a child, foster care of a child, care of a child 18 years or younger, care for a spouse, child or parent if such relative has a serious health condition, or for their own serious illness. To be eligible for the leave, the employee must have been actively employed for one (1) full year prior to the commencement of the leave. The Board may require that the employee exhaust all paid leave entitlement as part of the mandated twelve (12) week leave period.

Application for leave under this provision shall be made by completing the district-provided application form at least thirty (30) days prior to the commencement of the leave. If it is not possible to complete the application form in advance of the leave, the form must be completed and signed within ten (10) days of the start of the leave. The form shall state (1) the reason for the leave; (2) relationship to the individual; (3) expected beginning and ending dates; (4) physician's verification; (5) agreement to reimburse the costs of medical premiums should the employee sever employment, subject to the exceptions as outlined in the Family and Medical Leave Act Rules and Regulations.

The Board may request medical verification or other information verifying the need for the leave. The commencement and duration of the leave may be dependent on the special leave rules set forth for academic institutions in the Family and Medical Leave Act as determined by the employer. Seniority shall continue to accrue during the leave. Health benefits will be continued during the leave under the same conditions and at the same level as if the secretary were at work. If the secretary returns to work immediately following the twelve (12) weeks of leave, he/she shall return to the same position or a position equivalent to the position held prior to the leave. If the leave continues for longer than twelve (12) weeks, the employee will return under the conditions stated in Section A of this Article.

C. Worker's Compensation Leave

Any employee on leave by reason of disability compensable under the Michigan Worker's Compensation Act will be paid as follows:

1. If the employee is absent by reason of such disability for less than two (2) weeks, the Board will pay the employee's regular salary during the first week, not chargeable to the employee's accumulated sick leave, and during the second week will pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation

Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.

2. If the employee is absent by reason of such disability for two (2) weeks or more, the Board shall pay the difference between the amount paid or payable pursuant to the Michigan Worker's Compensation Act and the employee's regular salary, not chargeable to the employee's accumulated sick leave.
3. The combined payments received by an employee hereunder shall not exceed the employee's regular salary for the period of disability.

D. Military Leave

A military leave of absence shall be granted to any employee who shall be inducted or shall enlist (for the term of one enlistment only) for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed by the Board during such period. The period of said leave shall not exceed the period of one (1) enlistment if the employee enlists or the period covered by the original induction orders if the employee is drafted.

ARTICLE XVI
SEVERANCE PAY

Upon separation from the district, the following shall be paid for accumulated unused sick days:

Beginning: July 1, 2006 \$55.00 Maximum 200 Days

provided the employee has been employed with the District for five (5) years. In the event of the death of an employee this payment will be made to the employee's estate.

ARTICLE XVII
VACATIONS

A. Vacation Increment

Employees shall earn vacation pay in accordance with the following schedule:

1. After the completion of the probationary period, and through the completion of the fourth (4th) year, annual leave shall accumulate at the rate of .55 days per bi-weekly pay period, retroactive to the date of hire.
2. At the beginning of the fifth (5th) year of employment, and through the completion of the seventh (7th) year, annual leave shall accumulate at the rate of .65 days per bi-weekly pay period.
3. At the beginning of the eighth (8th) year of employment, and through the completion of the ninth (9th) year, annual leave shall accumulate at the rate of .75 days per bi-weekly pay period.

- 4. At the beginning of the tenth (10th) year of employment, and through the completion of the fourteenth (14th) year, annual leave shall accumulate at the rate of .80 days per bi-weekly pay period.
 - 5. At the beginning of the fifteenth (15th) year of employment and thereafter, annual leave shall accumulate at the rate of 1.00 days per bi-weekly pay period.
 - B. Vacation pay will be based on the employee's normal hourly rate and regular work day.
 - C. An employee who is laid off, retires, resigns, or is discharged will receive any unused vacation credit previously accrued.
 - D. A twelve month employee who anticipates that he/she may not use up all vacation days prior to June 30 will meet with the Assistant Superintendent for Human Resources and Labor Relations by March 1 to either gain approval to carry over days or to schedule vacation days before June 30. In no event will the employee lose vacation days.
- Less-than-twelve-(12)-month employees shall take vacations during the school year when school is not in session. If there are days remaining after the school year work calendar, then the less-than-twelve-(12)-month secretary shall be paid for the remaining days before being taken off the payroll for the summer. If the remaining vacation days are paid out on or after July 1, they shall be paid at the new rate.
- E. For the purpose of this Article, computations will be based on length of service with the district.

ARTICLE XVIII
HOLIDAYS

Paid holidays will be granted to employees as follows providing the employee works his/her scheduled hours on the working day previous to and the working day following the holiday:

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day

- A. Paid Holidays
When one of the holidays falls during a week when an employee is on paid vacation, he/she shall be paid for the holiday and the holiday shall not be counted as a vacation day.

- B. Holiday Pay
Holiday pay will be based on employee's hourly rate and regular work day (not exceeding eight [8] hours) immediately prior to the holiday. If a holiday falls on a day which is not a regular work day, the employee shall not be paid for the holiday.
- C. Additional Holidays
If an additional holiday is afforded to the teachers and other negotiating groups within the district, the Board shall apply that holiday to this Association.
- D. Working on Holidays
Any employee who works on a holiday (as listed above) or on a Sunday attached to a holiday, with approval by the Assistant Superintendent for Human Resources, shall be paid triple time for all hours worked.

ARTICLE XIX
RIGHTS OF THE BOARD

Section 1 - Rights of the Board

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitution and laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:
 - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or for dismissal or demotion, and to promote and transfer all such employees.
 - 3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.
 - 4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation and the institution of new and/or improved methods, but not in conflict with the provisions of this Agreement.
 - 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - 6. Determine the placement of operations, production, service, maintenance or distribution of work, and the source of materials and supplies.
 - 7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provisions of this Agreement.

Section 2 - Exercise of Power

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the constitution and laws of the State of Michigan.

ARTICLE XX
NO STRIKE

The Association will not authorize, sanction, condone, participate in or acquiesce in, nor will any member of the bargaining unit take part in, any strike as defined in Michigan Public Act 336 of 1947, as amended by Michigan Public Act 379 of 1965, (to-wit: "The concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment").

ARTICLE XXI
NO LOCKOUT

No lockout of employees shall be instituted by the Board during the term of this Agreement.

ARTICLE XXII
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIII
SUPPLEMENTAL AGREEMENTS

Section 1 - Supplemental Approval

All supplemental agreements shall be subject to the approval of the Board and the Association. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Association.

Section 2 - Modifications

This Agreement will not be modified in whole or in part except after negotiations and by written document executed by the Board and Association. Any changes in the working conditions spelled out or practiced in this Agreement shall be construed as a modification and shall be negotiated with the Association.

ARTICLE XXIV
CONFORMITY TO LAW

This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of the Agreement shall continue in effect.

ARTICLE XXV
WAGES

- A. Wages for the duration of this Agreement will be as set forth in Schedule A attached hereto.
- B. Job classifications will be as set forth in Schedule B attached hereto.
- C. Schedule A and Schedule B shall be incorporated into, and made a part of, this Agreement.

ARTICLE XXVI
JURY DUTY

- A. Employees who are summoned for jury duty examination and investigation must notify the Superintendent or his/her designee within twenty-four (24) hours of receipt of such notice. If such employee then reports for jury duty, he/she shall be paid an amount equal to the difference between the amount of wages such employee would otherwise have earned by working that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of expenses) for each day on which he/she reports for, or performs, jury duty and on which he/she otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his/her leave days.
- B. To be eligible for the jury duty pay differential, the employee must furnish the business office with a written statement from the appropriate public official listing amounts of pay he/she received and the days he/she was on jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

ARTICLE XXVII
DURATION

This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect until 11:59 p.m., June 30, 2011. At any time subsequent to April 1, 2011, either party may give written notice to the other of its desire to negotiate a new Agreement for the following year, and meetings between the parties for that purpose shall begin no later than twenty (20) days after delivery of such written notification; provided, however, that nothing in this paragraph or elsewhere in this Agreement shall be construed to require the Board to commit an unfair labor practice or otherwise violate the law by an improper recognition of, or support or assistance to, the Association.

WEST BLOOMFIELD SCHOOL DISTRICT BOARD OF EDUCATION:

Assistant Superintendent for Human Resources and
Labor Relations

Date

Superintendent

Date

Board of Education President

Date

WEST BLOOMFIELD W.B.S.A.E.S., MEA/NEA:

President, W.B.S.E.A.S./MEA-NEA

Date

MEA Representative

Date

SCHEDULE A**2009-2011***** SEE LETTER OF UNDERSTANDING**

STEP	32	33	34	35	36	37	38	39
1	11.23	11.68	12.15	12.57	13.01	13.49	14.36	14.78
2	11.79	12.27	12.76	13.20	13.66	14.16	15.09	15.50
3	12.38	13.07	13.40	13.85	14.34	14.87	15.83	16.27
4	13.00	13.52	14.06	14.54	15.06	15.61	16.63	17.08
5	13.65	14.20	14.77	15.27	15.82	16.39	17.47	17.94
6	15.01	15.60	16.21	16.81	17.34	17.98	19.16	19.56
7	16.63	17.32	17.98	18.67	19.29	20.01	21.29	22.18
LONGEVITY:								
10	17.99	18.75	19.44	20.17	20.86	21.62	23.05	25.31
15	19.53	20.37	21.09	21.92	22.65	23.49	25.02	26.06

SCHEDULE A - WAGE SCHEDULE

(Continued)

A. **New Hires**

The wage schedule (Schedule A) is based upon experience and/or specialized education. Upon review and approval of the Assistant Superintendent for Human Resources, a new employee or current employee transferred into the bargaining unit may be placed up to, and including, step four (4). If it is necessary to place the new employee above step four (4), it will only be done after negotiating such placement with the Association.

If an employee is hired prior to January 1, he/she will advance in step as of July 1. If an employee is hired January 1 or after, he/she shall not advance in step until July 1 of the following year.

B. **Current Bargaining Unit Members**

Each member shall advance one (1) step on July 1 of each year. If a current member is promoted to a new classification, he/she shall be placed on the same step in the new classification.

C. **Longevity**

The longevity rate is achieved at the beginning of the tenth (10th) and fifteenth (15th) year of service as determined by initial salary schedule placement.

Each member having completed twenty (20) years of actual service with the West Bloomfield School District shall receive one thousand dollars (\$1,000.00) to be paid each June.

D. **Contract Reopening**

If, during the life of this Agreement, financial circumstances in the district result in renegotiating other bargaining agreements, this contract will also be re-opened for renegotiation of wages and benefits.

E. **Direct Deposit**

Wages will be paid bi-weekly via direct deposit in accordance with the payroll schedule and the direct deposit guidelines.

F. A secretary who is named secretary to the Deputy Superintendent shall receive \$1.00 more per hour than a classification 39 as long as the supervisor holds this title.

SCHEDULE B
JOB CLASSIFICATIONS

CLASSIFICATION 32	Building/Department Secretary
CLASSIFICATION 33	Elementary Building Secretary Middle School Attendance Secretary
CLASSIFICATION 34	Community Education Coordinator Secretary Community Education Department Secretary District Media Clerk Facility Maintenance Supervisor Secretary High School Attendance Secretary High School Counselors Secretary High School Receptionist Middle School Assistant Principal Secretary Nutrition Supervisor Secretary Special Services Department Secretary
CLASSIFICATION 35	Community Education Accounting Secretary Elementary Principal Secretary Middle School Principal Secretary High School Assistant Principal Secretary High School Accounting Secretary High School Data Processing Secretary Human Resources Secretary Technology Help Desk Secretary Transportation Dispatcher Transportation Routing Clerk
CLASSIFICATION 36	Athletic Director Secretary Community Education Director Secretary Curriculum Director Secretary High School Principal Secretary Special Services Director Secretary Technology Director Secretary Transportation Supervisor Secretary
CLASSIFICATION 37	District Payroll/Accounting Clerk District Pupil Accounting Secretary
CLASSIFICATION 38	Assistant Superintendent Secretary District Purchasing Coordinator
CLASSIFICATION 39	District Accounts Payable Coordinator District Benefits Coordinator District Payroll Coordinator

WEST BLOOMFIELD SCHOOL DISTRICT SECRETARIAL/CLERICAL EVALUATION

Name: _____ Position: _____

Supervisor: _____ Location: _____

Date of Evaluation: _____ Employee ID No. _____

The purpose of this evaluation form is to identify strengths and weaknesses and to inform the employee of his/her progress. After discussing this evaluation with the employee, please return this form to the Human Resources Office where it will become a part of the employee's file. "Meets Expectations" is defined to mean that the employee meets the expected standards for that area. Areas marked "Needs Attention" should be discussed at the time of the evaluation, followed up with written directions/assistance in order to improve and upgrade the employee's job performance. Areas marked "Unsatisfactory" require written comments specifying the problem(s) with directions of improvement.

	Meets Expectation	Needs Attention	Unsatisfactory	Not Rated
<div style="border: 2px solid black; border-radius: 15px; padding: 10px; display: inline-block;"> Check the position on the scale that best describes each quality of the employee. </div>				
1. Attendance				
2. Punctuality				
3. Attitude/Cooperation				
with other employees.....3a.				
with public and parents.....3b.				
4. Diplomacy/Discretion				
demonstrates tactfulness with the public and is trustworthy in the confidential aspects of the position				
5. Job Knowledge				
ability to organize and expedite work through a knowledge and understanding of policies, procedures, directives, and related factors				
6. Job Skills				
Typing.....6a.				
Filing.....6b.				
Telephone Usage.....6c.				
Shorthand.....6d.				
Bookkeeping.....6e.				
Computers.....6f.				
Word Processing.....6g.				
Office Machines.....6h.				
7. Professional Appearance				
employee's appropriateness in dress and personal grooming				
8. Communication				
Verbal Communication - expresses information clearly; uses good voice tone.....8a.				
Written Communication - writes information accurately and clearly.....8b.				
9. Quality of Work				

	rate correctness, completeness, accuracy, and appearance - overall quality				
10. Productivity	quality and efficiency of work produced in a specified period of time				
11. Responsibility	ability to carry out work assignments with minimum supervision				
12. Dependability	Assumes responsibility in making and carrying out decisions				
13. Judgment/Poise	ability to meet the expected and unexpected demands of the assignment in a calm and efficient manner				

APPENDIX A

SAME- SEX DOMESTIC PARTNERS HEALTH COVERAGE

Definition of Health Care Coverage

Health care coverage shall include the following insurance plan coverage:

- Hospital-Surgical-Medical Benefits

Eligibility Criteria

A same-sex domestic partner relationship is defined as a relationship between two individuals who meet ALL of the following criteria:

- Are the same sex.
- Have shared a continued committed relationship with each other for not less than twelve (12) consecutive months, intend to do so indefinitely and have no such relationship with any other person or persons.
- Are jointly responsible for each other's welfare and financial obligations.
- Have resided in the same household and intend to continue to reside together indefinitely and maintain no permanent separate households.
- Are not related by blood to a degree of kinship that would prevent marriage from being recognized under the laws of the State of Michigan.
- Each is over age 18, or legal age, and is legally competent to enter into a legal contract.
- Neither is married to a third party.
- A signed and notarized affidavit will be required to confirm conformity with the eligibility as outlined above (obtained from the district's benefits office).
- A same-sex domestic partner must be covered under the health care plans in order to have the same-sex domestic partner's legally dependent children covered under the plans. (The only exception to this is if the same-sex domestic partner dies. In such cases, the employee must show evidence of being the children's legal guardian to continue coverage. Appropriate legal documentation must be provided.)
- Employees with same-sex domestic partners cannot participate in the Dependent Care Reimbursement Account to pay for day care costs related to the domestic partner's children per IRS regulations.
- Current retirees are no longer employees of the West Bloomfield School District and are not eligible for health benefits through the West Bloomfield School District. Active employees, who retire while covering a same-sex domestic partner and/or that domestic partner's eligible dependent children, must contact the state retirement agency, the Michigan Public Schools Employees Retirement System (MPERS) regarding any desire to continue coverage of their same-sex partner and/or the same-sex partner's eligible dependent children. The West Bloomfield School District has no role in such a process and does not assume any obligation to do so under any of its policies, procedures or under any terms in the bargaining unit contract.
- In addition to the signed and notarized affidavit, the employee who claims initial and continued eligibility for a same-sex domestic partner and/or for the eligible dependent children of a same-sex domestic partner, shall furnish whatever documentation that the district requests to substantiate the claimed eligibility of the dependent, such as IRS Form 1040. Refusal or failure to provide such documentation when requested to do so, shall result in denial or withdrawal of eligibility of such dependents.

Enrollment and Confidentiality

The West Bloomfield School District will keep records containing domestic partner information confidential to the extent permitted by law.

Payment of Monthly Premium

State and/or federal law does not recognize same-sex domestic partners as legal "spouse". Therefore, an employee adding a same-sex domestic partner and/or eligible dependent children will be required to pay the difference in the monthly premium. Pre-tax payments through payroll deduction does not apply for same-sex domestic partners and/or eligible dependent children unless the same-sex partner and/or eligible dependent children qualify as IRS "eligible dependents" per Section 151 and 152 of the IRS Code. An employee who believes that his/her situation meets these qualifications should verify this with a competent attorney, at his/her own expense. The employee must submit competent legal documentation, at his/her own expense, that the domestic partner and/or dependent children meet these requirements.

Termination of Domestic Partner Relationship

Employees will be required to submit an "Affidavit for Termination of Domestic Partner Benefits" (obtained from the district's benefits office) if the partnership ends, has ended or if the partner dies. The employee will be liable for her or his failure to provide this documentation within two weeks of the termination of the relationship for the costs of any premium paid by the district or for any benefit services received by the domestic partner or the partner's children after they are no longer eligible to be covered. Benefit eligibility for the same-sex domestic partner will cease upon the same-sex domestic partner's death or upon the date the same-sex partner relationship ends, as stated on the "Affidavit for Termination of Domestic Partner Benefits."

Addition of a New Same-Sex Domestic Partner

In the event that an employee chooses to delete a same-sex domestic partner from his/her coverage, he/she shall not be eligible to add a new domestic partner until twelve (12) months have elapsed since the deletion of the former same-sex domestic partner and must satisfy ALL of the eligibility requirements set forth above.

COBRA or COBRA Like Continuation Coverage Benefits

Because COBRA does not require that an employer provide continuation coverage benefits to persons other than employees, their spouses, and dependents who were participants in the health plan, the district does not offer COBRA or any other such continuation coverage benefits to same-sex domestic partners. Oral representations that may be made by an administrator or other person who might be or could be considered to have the authority to make such representations must be considered by the employee who signs this document and by the same-sex domestic partner as misrepresentations and cannot be relied upon to circumvent the plain language in this section of this document.

Coverage Limited to Same-Sex Domestic Partners

This coverage is limited to same-sex domestic partners. It is part of a negotiated bargaining unit contractual agreement and is based upon the fact that this group does not have the legal option to marry. Should the laws regarding the legality of same-sex domestic partner marriages or some form of state recognized union, the provisions in this contract that permit same-sex domestic partner benefits shall become null and void and the same-sex domestic partners shall be required to be married or enter into state-recognized union in order for the same-sex domestic partner who is not an employee and/or his/her eligible dependent children to continue to be covered under the district's benefits plans.

SCHEDULE A

**2009-2010
JANUARY 1, 2010 – JUNE 30, 2010
STEP FREEZE**

STEP	32	33	34	35	36	37	38	39
1	10.67	11.10	11.54	11.94	12.36	12.83	13.64	14.04
2	11.20	11.66	12.12	12.54	12.98	13.45	14.34	14.73
3	11.76	12.42	12.73	13.16	13.62	14.13	15.04	15.46
4	12.35	12.84	13.36	13.81	14.31	14.83	15.80	16.23
5	12.97	13.49	14.03	14.51	15.03	15.57	16.60	17.04
6	14.26	14.82	15.40	15.97	16.47	17.08	18.20	18.58
7	15.80	16.45	17.08	17.74	18.33	19.01	20.23	21.07
LONGEVITY:								
10	17.09	17.81	18.47	19.16	19.82	20.54	21.90	24.04
15	18.55	19.35	20.04	20.82	21.52	22.32	23.77	24.76

SCHEDULE A

**2010-2011
JULY 1, 2010 – JUNE 30, 2011
STEP FREEZE**

STEP	32	33	34	35	36	37	38	39
1	10.14	10.55	10.96	11.34	11.74	12.19	12.96	13.34
2	10.64	11.08	11.51	11.91	12.33	12.78	13.62	13.99
3	11.17	11.80	12.09	12.50	12.94	13.42	14.29	14.69
4	11.73	12.20	12.69	13.12	13.59	14.09	15.01	15.42
5	12.32	12.82	13.33	13.78	14.28	14.79	15.77	16.19
6	13.55	14.08	14.63	15.17	15.65	16.23	17.29	17.65
7	15.01	15.63	16.23	16.85	17.41	18.06	19.22	20.02
LONGEVITY:								
10	16.24	16.92	17.55	18.20	18.83	19.51	20.81	22.84
15	17.62	18.38	19.04	19.78	20.44	21.20	22.58	23.52

The 2010-2011 salary with the step freeze will remain in effect until an agreement is reached for the 2011-2012 school year and/or beyond.